

## **complaint**

Mrs R is unhappy that Admiral Insurance Company Limited wants to recover from her the third party costs it's paid out following a claim under her multi car motor insurance policy.

## **background**

Mrs R rang Admiral to add insurance cover for her daughter to drive car A. But Mrs R gave the registration details for another car (car B) also included on the policy. So Miss R was added to the insurance for car B only. Shortly after this Miss R had an accident in car A. The other driver claimed against Mrs R's policy. So Admiral settled that claim. But, because Miss A wasn't insured to drive car A, it's asked Mrs R to repay for the third party claim costs as Miss R wasn't insured to drive car A. Mrs R brought her complaint to this service.

Our investigator didn't uphold this complaint. She said Admiral hadn't made any mistakes when the request to add Miss R to the policy was made. She said it was Mrs R who gave the registration details to Admiral and didn't provide any other information about the car which might've led to further questions. Our investigator noted that Admiral did also send an email confirming it had added Miss R to the insurance for car B. She didn't think there was much more Admiral could've done. Mrs R didn't accept this and asked for her complaint to be passed to an ombudsman for a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The call recording from Admiral is the most important evidence I've got on this complaint. Admiral asked Mrs R the registration she was calling about. It's clear that Mrs R gave the registration details for car B. There's no discussion about the model or make of car. So Admiral included Miss R on the insurance cover for car B as Mrs R asked it to.

Confirmation of the change and the addition of Miss R to car B was sent to Mrs R. This wasn't changed or updated. The only time an issue came to light was after Miss R had an accident and Mrs R then said Miss R had been added to the wrong car.

Based on the records from Admiral it added Miss R to the car it was asked to. So I think it acted reasonably when it said Miss R wasn't insured for the car she had the accident in. I understand Mrs R's points about her medical conditions and that she can't remember which registration plate details go with which car. But Admiral only did what she asked it to do. Admiral also sent her details of the change in cover which would've clearly shown Miss R's details had been added to car B.

Mrs R's policy says that where the law – in this case the Road Traffic Act – requires it to settle a claim, it might recover its costs from Mrs R. So I don't think Admiral acted unreasonably when it said it wanted Mrs R to repay its costs for settling the claim. I think our investigator made a fair point when she said Admiral should try to come to a suitable repayment arrangement with Mrs R.

**my final decision**

I don't uphold this complaint. I make no award against Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 21 August 2017.

John Quinlan  
**ombudsman**